

Pac-West Telecomm, Inc.
4210 Coronado Avenue
Stockton, CA 95204

ORIGINAL

State Local Tariff No. 1
Original Title Sheet

Interexchange Tariff

Tariff Schedule

Applicable to

_____ Interexchange Tariff

Telephone Services

of

PAC-WEST TELECOMM, INC.

APPROVED FOR FILING

DECISION #: 61903

ISSUED:

Jeff Webster
Vice President - Business Operations
4210 Coronado Avenue
Stockton, CA 95204

EFFECTIVE: 8-27-99

ATTACHMENT B

ORIGINAL

ARIZONA

Issued: October 1, 2004

Effective: 11/1/04

SHEET	REVISION NUMBER	SHEET	REVISION NUMBER
Title Sheet 1	Original	28	Original
Check Sheet i	Second Revised *	29	Original
Check Sheet ii	Second Revised *	30	Original
TOC A	Original	31	Original
TOC B	Original	32	Original
TOC C	Original	33	Original
TOC D	Original	34	Original
TOC E	Original	35	Original
TOC F	Original	36	Original
TOC G	Original	37	Original
TOC H	Original	38	Original
TOC I	Original	39	Original
TOC J	Original	40	Original
TOC K	Original	41	Original
TOC L	Original	42	Original
TOC M	Original	43	Original
TOC N	Original *	46	Original
TOC O	Original *	47	Original
1	Original	48	Original
2	Original	49	Original
3	Original	50	Original
4	Original	51	Original
5	Original	52	Original
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18	Original	65	Original
19	Original	66	Original
20	Original	67	Original
21	Original	68	Original
22	Original	69	Original
23	Original	70	Original
24	Original	71	Original
25	Original	72	Original
26	Original	73	Original
27	Original	74	Original

* Indicates new or revised sheets submitted with this Advice Letter.

Advice Letter No. 3

Issued by:
Lynne Martinez,
Manager - Regulatory Compliance

ADMINISTRATIVELY
APPROVED FOR FILING
Decision No

COMPETITIVE
INTRASTATE TARIFF

ORIGINAL

ARIZONA

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SHEET	REVISION NUMBER	SHEET	REVISION NUMBER
75	Original	117	Original
76	Original	118	Original
77	Original	119	Original
78	Original	120	Original
79	Original	121	Original
80	Original	122	Original
81	Original	123	First Revised
82	Original	124	Original
83	Original	125	Original
84	Original	126	Original
85	Original	127	Original
86	Original	128	Original
87	Original	129	Original
88	Original	130	Original
89	Original	131	Original
90	Original	132	Original
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102	Original	144	Original
103	Original	145	Original
104	Original	146	Original
105	Original		
106	Original		
107	Original		
108	Original		
109	Original		
110	Original		
111	Original		
112	Original		
113	Original		
114	Original		
115	Original		
116	Original		

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Manager - Regulatory Compliance

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Decision No

Interexchange Tariff

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Interexchange Tariff

SYMBOLS USED IN THIS TARIFF

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

SERVICE AREA

This tariff sets forth service offerings, rates, terms and conditions applicable to furnishing of the Company's interexchange telecommunications services within the State of _____.

TAXES AND SURCHARGES

In addition to the charges specifically pertaining to the Company's services, certain federal, state, and municipal surcharges, taxes, and fees will be applied. These surcharges, taxes and fees are calculated based upon the amount billed to the end user for the Company's intrastate services.

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RULES

Rule 1 - Definitions

- A. Applicant: "Applicant" means an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.
- B. Commission: "Commission" means the Public Service Commission of the State of _____.
- C. Company: "Company" means Pac-West Telecomm, Inc.
- D. Service Connection Fee: "Service connection fee" means the charge for establishing or reestablishing service to a Subscriber.
- E. Subscriber: "Subscriber" means the individual, firm, company, corporation, or other entity to whom the Company provides service as is evidenced either by execution of a contract or service application or, in the absence of a signed instrument, by the receipt and payment of bills issued in the name of the Subscriber, regardless of the actual user of the service.

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RULES (Cont'd)

Rule 2 - Description of Service

- A. The Company provides residential and business basic services between exchanges within the state.
- B. The application of business and residential rates to the services provided the Company is governed by the actual or obvious use made of the service by the Subscriber. If residential service is found to be used largely or principally for business use, business rates will be applied. Residential service will not be provided to a business premises or to portions of residential premises used primarily or largely for business purposes.
- C. All services are subject to the initial and continuing availability of the Company's facilities and necessary services and facilities furnished by any underlying carriers. The Company reserves the right to refuse to provide service in cases where the costs of providing such service, including charges to the Company for necessary facilities and services furnished by underlying carriers, render the Company, in its sole judgment, unable to furnish service on an economical basis.

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RULES (Cont'd)

Rule 3 - Application for Service

- A. Applications for new or additional services may be made by mail or in person.
- B. If the Company has reason to believe that an Applicant has defrauded, is defrauding, or intends to defraud the Company, or if other good cause exists, the Company may refuse to accept an application for service by mail and may, instead, require the Applicant to apply for service in person and to provide identification acceptable to the Company.
- C. All Applicants for service must establish credit to the satisfaction of the Company.
- D. Applicants whose requests for service are accepted by the Company are responsible for all charges for services provided by the Company, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. In the event an Applicant cancels, changes, defers, or modifies any request for service before the service commences, the Applicant remains responsible for any nonrecoverable costs incurred by the Company in meeting the Applicant's request prior to cancellation, change, deferral, or modification, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf.

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RULES (Cont'd)

Rule 4 - Contracts

The Company and a Subscriber may enter into a contract for service to be provided under a specified rate plan for a specified term, which term may be automatically renewed if agreed to by the parties. Unless otherwise provided, contracts may be terminated by the Subscriber only upon providing the Company with 30 days' advance written notice. In the event the effective date of termination is prior to the end of the current contract term, the Subscriber will be liable for a termination fee equal to the sum of the recurring service charges specified for the remainder of the contract.

Rule 5 - Advance Payments and Deposits

A. Advance Payments

1. At the time an application for service is made, an Applicant may be required to pay an amount equal to one month's service charges and applicable service connection charges. The amount of the first month's service will be credited to the Subscriber's account on the first bill rendered.
2. Negotiation of a Subscriber's advance payment will not itself obligate the Company to provide services or continue to provide service if a later check of the Applicant's credit record is unacceptable to the Company.

B. Deposits:

1. Requirement: Pac-West may require an applicant or an existing customer to post a deposit as a guarantee for the payment of charges as a condition to receiving service or additional services. Pac-West reserves the right to review an applicant's or a customer's credit history at anytime to determine if a deposit is required.

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RULES (Cont'd)

Rule 5 - Advance Payments and Deposits (Cont'd)

B. Deposits (Cont'd)

2. Nondiscrimination: Deposits will not be required by Pac-West based on race, sex, creed, national origin, marital status, age, number or dependents, condition of physical handicap, source of income, or geographical area of business.
3. Refund or Credit Upon Discontinuance: Upon discontinuance or termination of the service, Pac-West will credit the deposit to the charges stated on the final bill. The balance, if any, will be returned to the customer within 21 days of rendition of such final bill.
4. Refund or Credit After Satisfactory Payment: After prompt and timely payment of all charges for twelve consecutive billing periods, within 30 days, Pac-West will credit the deposit against charges stated on subsequent bills and refund any balance. Payment of a charge is satisfactory if received prior to the date that the charge becomes delinquent provided that it is not returned for insufficient funds or closed account. Pac-West may withhold a refund of a deposit pending the resolution of a dispute with respect to charges secured by such deposit.

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RULES (Cont'd)

Rule 6 - Provision of Notices and Information

A. General

1. Unless otherwise provided by this tariff, any notice by the Company to a Subscriber may be given either verbally to the Subscriber or to the Subscriber's authorized representative, or by written notice mailed to the Subscriber's last known address. Mailed notices will be deemed given on the date of mailing.
2. Unless otherwise provided by this tariff, any notice by a Subscriber or its authorized representative must be given by written notice mailed to the Company's business office, except as the Company may otherwise permit from time to time.

B. Notice or Termination

Any notice of termination that is required to be given to Subscribers will include the following information:

1. The account number and telephone number of the affected Subscriber;
2. The date on or after which the termination will occur;
3. The reason for the termination; and
4. The telephone number at which the Subscriber may obtain information from the Company concerning the Subscriber's bill or service.

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RULES (Cont'd)

Rule 7 - Rendering and Payment of Bills

- A. Bills to Subscribers are issued monthly. The Subscriber will receive bills on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Each bill contains monthly recurring charges billed in advance, usage charges billed in arrears, and the last date for timely payment. Recurring charges will be prorated in the event that the service for which the charges are made is less than 30 days.
- B. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the Company's business office or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.
- C. Subscribers' payments are considered prompt when received by the Company or its agent within 15 days of the due date. Payments will be credited within 24 hours of receipt by the Company or its agent. The due date is the date the bill is mailed, as shown by the postmark on the billing envelope, or such later date as set forth on the Subscriber's bill. A Subscriber will have 15 days from the due date to timely pay the charges stated.
- D. However, if a Subscriber's service has been discontinued within the past 12 months or if a Subscriber incurs usage charges during a billing period which are equal to at least 200% of the amount of the Subscriber's usual charges, payment may be demanded for the usage charges by a telephone call to the Subscriber followed by written notification of such demand sent by first class mail. If the usage charges remain unpaid for 5 days from the rendition of written notification or 30 days from the date of the bill, whichever is earlier, the usage charge will be deemed delinquent.
- E. Charges deemed delinquent will be subject to a late payment charge accruing at the rate of 1-1/2% per month from the due date on all delinquent amounts.
- F. In the event a Subscriber pays all or any portion of a bill by check and the check is return unpaid for any reason, the Subscriber will be assessed a charge of \$25 per returned check.

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RULES (Cont'd)

Rule 8 - Discontinuance and Restoration of Service

A. Discontinuance by Subscribers

Subscribers may discontinue service by giving the Company proper notice as specified in this tariff. The Subscriber is responsible for payment of all charges incurred for the period during which service is rendered. In addition, if termination occurs prior to the end of a current contract term, the Subscriber may be liable for a termination fee as provided in Rule 4.

B. Discontinuance by the Company

1. The Company may discontinue service under the following circumstances:
 - a. Failure to timely pay any local, toll, interexchange, or other charges billed by the Company, including charges for service received at a previous location or, if the Subscriber receives service at more than one location, any such location. In the event the Company terminates service for nonpayment, the Subscriber will be liable for all reasonable costs of collection including court costs, expenses, and actual attorney's fees.
 - b. A violation of, or failure to comply with, any term or condition governing the furnishing of service.
 - c. In the event that the Subscriber supplied false or inaccurate information of a material nature in order to obtain service.
 - d. Incurring charges and evidencing an intent not to pay such charges when due.

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RULES (Cont'd)

Rule 8 - Discontinuance and Restoration of Service (Cont'd)

2. The Company may refuse service, refuse to resume service, or terminate service without giving the notice otherwise required by these rules:
 - a. If an unsafe or hazardous condition related to the service exists on the premises of the Subscriber;
 - b. If the use of the service on the premises of the Subscriber is determined by the Company to be detrimental or damaging to the facilities or services of the Company or its other Subscribers;
 - c. Upon the order of any court of competent jurisdiction or the _____ Public Service Commission;
 - d. Upon a written determination by a magistrate that there is probable cause to believe that the service:
 - (i) Is prohibited by law; or
 - (ii) Is being used or is to be used, directly or indirectly, to violate or assist in a violation of the law.
 - e. If the Company determines, based upon the acts of the Subscriber or the condition of the Subscriber's premises, that the subscriber has defrauded, is defrauding, or intends to defraud the Company, unless the conditions constituting the fraud have been corrected;
 - f. If an event in the nature of force majeure or vis major occurs that requires the termination of the service; or
 - g. If the location at which the service is provided has been abandoned.

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RULES (Cont'd)

Rule 8 - Discontinuance and Restoration of Service (Cont'd)

3. Except as otherwise provided in this tariff, the Company will provide notice to the Subscriber of its intent to terminate service. The notice will be served upon the Subscriber before the date of the termination by personal delivery or by first-class mail addressed to the Subscriber's last known mailing address. Service of the notice shall be deemed complete as of the date of mailing or personal delivery.
4. The Company will resume service to a Subscriber:
 - a. After the Subscriber has fully complied with the requirements of the Company as set forth in this tariff, including but not limited to the payment by the Subscriber of all outstanding charges and service reestablishment fees; or
 - b. Upon the order of any court of competent jurisdiction or the _____ Public Service Commission

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RULES (Cont'd)

Rule 9 - Limitation of Liability

A. Indemnification

1. A Subscriber shall indemnify and save the Company harmless against all claims arising out of the Subscriber's use of the Company's service or facilities, including but not limited to, the following:
 - a. acts or omissions of other companies when their facilities are used in connection with the Company's facilities to provide service; and
 - b. claims for libel, slander, or infringement of copyright arising from material transmitted over the Company's facilities; claims for infringement of patents arising from the Subscriber's combining apparatus and systems of the Subscriber with, or using apparatus and systems of the Subscriber in connection with, facilities of the Company; and all other claims arising out of any act or omission of the Subscriber in connection with facilities provided by the Company.
 - c. fraudulent usage by employees or third persons, including but not limited to usage originating outside the Subscriber's premises but routed through the Subscriber's PBX or other equipment or facilities.

B. Furnishing of Services

The Company's obligation to furnish service is dependent upon its ability to secure and retain suitable facilities and rights for the provision of the service without unreasonable expense.

C. Transmitting Messages

The Company does not undertake to transmit messages but offers the use of its facilities, where available, for communications between parties subject to the terms and conditions specified in this tariff.

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RULES (Cont'd)

Rule 9 - Limitation of Liability (Cont'd)

D. Liability of the Company

1. The Company's liability, if any, for damages arising out of its negligent provision of any service or failure to provide any service, or for mistakes, omissions, interruptions, delays, errors, or defects in transmission during the course of furnishing service, shall in no event exceed an amount equivalent to the Company's charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occurred, provided that the Company will have no such liability for such damages incurred at any time prior to 48 hours following the time the Subscriber notifies the Company of the negligence, or mistake, omission, interruption, delay, error, or defect in transmission. In no event will the Company be responsible for any lost profits, consequential damages, or incidental damages of the Subscriber or any other party, or for any claim of damage by the Subscriber or against the Subscriber by any other party. Any mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful acts of the Subscriber, or that arise from facilities or equipment used by the Subscriber, shall not result in the imposition of any liability upon the Company.
2. The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Subscriber.

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RULES (Cont'd)

Rule 9 - Limitation of Liability (Cont'd)

3. The Company will not be liable for any failure of performance due to causes beyond its control, including but not limited to cable dig-up by a third party, acts of God, civil disorders, actions of governmental authorities, actions of civil or military authority, labor problems, national emergency, insurrection, riots, war, fire, flood, and atmospheric conditions or other phenomena of nature, such as radiation. In addition, the Company will not be liable for any failure of performance due to necessary network reconfiguration, system modifications for technical upgrades, or actions taken by any court or government agency having jurisdiction over the Company.
4. The Company will not be liable for any failure of performance caused by or the result of any act or omission by the Subscriber or any entity other than the Company who furnishes services, facilities, or equipment used in connection with the Company's services or facilities.

E. Overpayment

The Company will not be obligated to refund any overpayment by a Subscriber unless a written claim for such overpayment, together with substantiating evidence that will reasonably permit the Company to verify such claim, is submitted within 120 days of the alleged overpayment.

F. Disclaimer of Warranties

Except as expressly provided in this tariff, the Company makes no expressed or implied representations, or warranties, including any warranties regarding merchantability or fitness for a particular purpose.

G. Refunds for Interruption or Impairment to the Company's Service

It shall be the obligation of the Subscriber to immediately notify the Company of any service interruption.

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RULES (Cont'd)

Rule 10 - Unauthorized Use

Any individual who uses or receives the Company's service, other than under the provisions of an accepted application for service and a current Subscriber relationship, shall be liable for both the Company's usual charges for the service received and the Company's cost of investigation and collection.

Rule 11 - Access to Other Carriers

Any person may choose to use the services of a provider of another carrier, subject to the payment by any existing Subscriber of any applicable termination charges.

Rule 12 - Disputed Bills

In the event a Subscriber disputes the amount of a bill for the Company's service, the Company will, at the Subscriber's request, conduct an investigation and review of the disputed amount. However, the undisputed portion of the bill must be paid within 15 days of the due date or the Subscriber's service may be subject to disconnection in accordance with the Company's tariff. If after investigation and review of the bill by a manager of the Company, the dispute is unresolved and the disputed portion of the bill is not paid within 15 days of the due date, the Company will notify the Subscriber in writing:

1. That in lieu of paying the disputed bill the Subscriber may deposit within 7 days with the California Public Utilities Commission, State Building, Los Angeles, CA 90012 or California Public Utilities Commission, 505 Van Ness Avenue, San Francisco, CA 94102 the amount claimed by the Company to be due;
2. That checks or other forms of remittance used for this purpose should be made payable to the California Public Utilities Commission;

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RULES (Cont'd)

Rule 12 - Disputed Bills (Cont'd)

3. That upon receipt of the deposit, the PUC will notify the Company, will review the basis of the billed amount, and will advise both parties of its findings and disburse the deposit in accordance therewith;
4. That service will not be discontinued for non-payment of the disputed bill when deposit has been made with the PUC pending the outcome of the PUC's review;
5. That failure of the Subscriber to make such a deposit within 7 days after the date upon which the notice was given will warrant discontinuance of service without further notice; and,
6. That, if before completion of the PUC's review, additional bills become due that the Subscriber wishes to dispute, the Subscriber also deposit with the PUC the additional amounts claimed by the Company to be due for such additional bills before they become past due and that failure to do so will warrant discontinuance of service.

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RULES (Cont'd)

Rule 13 - Use of Service for Unlawful Purposes

The Company's services are furnished subject to the condition that they will not be used for any unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If the Company receives other evidence giving reasonable cause to believe that such services are being or are likely to be so used, it will either discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

Rule 14 - Limitation on Availability

All services provided by the Company are subject to the initial and continuing availability of necessary facilities furnished by the Company and connecting carriers and may not be available in all locations.

Rule 15 - Special Promotional Offerings

The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times, or locations designed to attract new subscribers or to increase subscribers awareness of a particular tariff offering. Such offerings will be submitted to the Commission for approval prior to their effectiveness.

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State Local Tariff No. 1
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RATES AND CHARGES

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State Local Tariff No. 1
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RATES AND CHARGES (Cont'd)

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State Local Tariff No. 1
Original Sheet No. 22

Interexchange Tariff

RATES AND CHARGES (Cont'd)

0615018
UK7118 TRF

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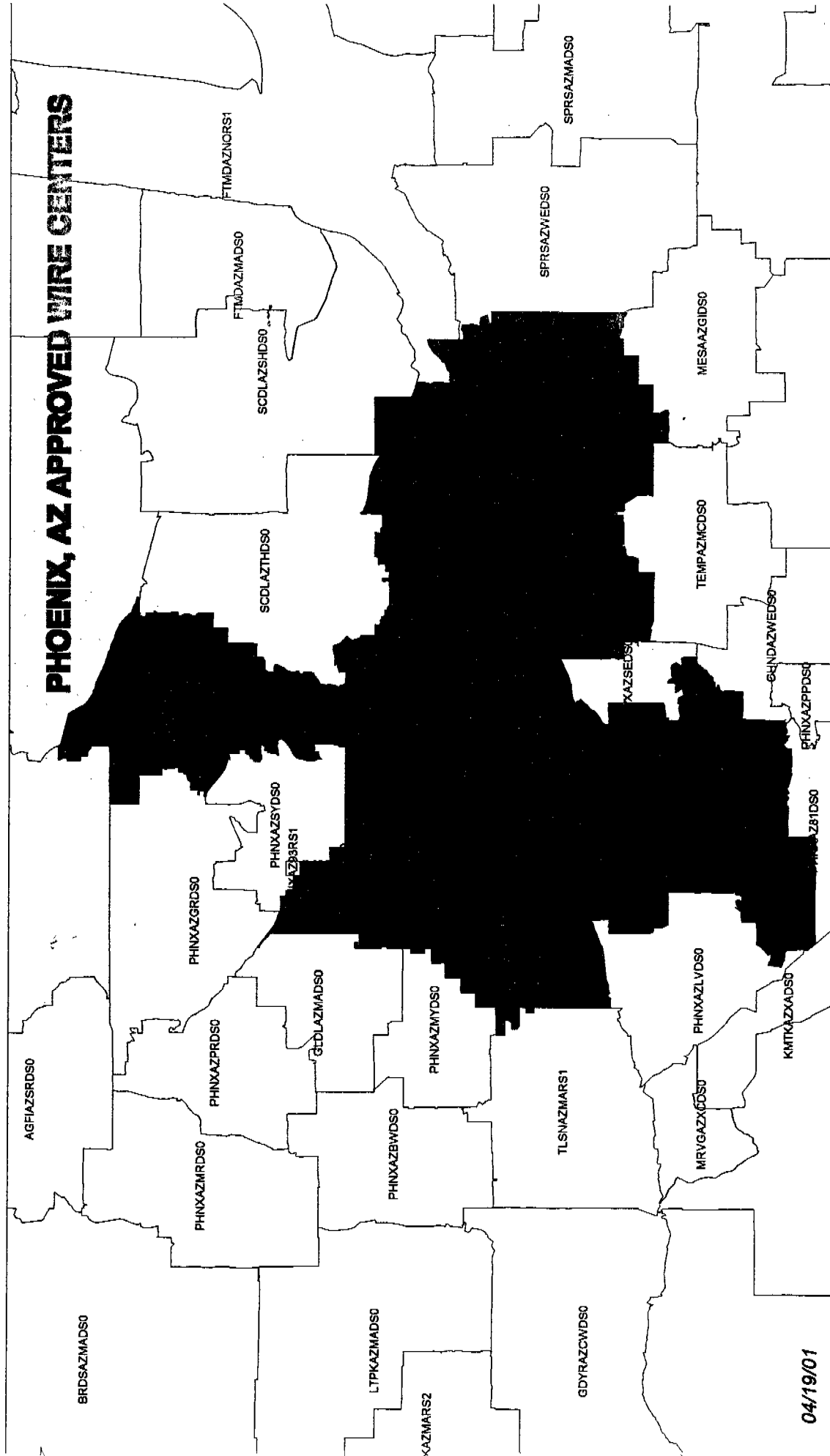
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PHOENIX, AZ APPROVED WIRE CENTERS



04/19/01

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